

Purchase Order – Terms and Conditions

1. PROVISION OF GOODS OR SERVICES – The Supplier must provide the Goods or Services to the City in accordance with these Conditions and any instructions specified in the Purchase Order. If delivery of any Goods or Services cannot be made in accordance with instructions, the City shall be notified immediately. The City reserves the right to cancel this order or part thereof, if delivery is not completed within the time specified or within a reasonable time if the delivery date is not specified.
2. CONTRACT – This form when properly signed and bearing an order number is the only form which will be recognised by the City as authority for charging Goods and Services to its account and supersedes all previous communications and negotiations. This form, together with all documents attached hereto or incorporated therein by reference referred to as the Purchase Order Documents and the Purchase Order, constitute the entire terms and conditions of order. No terms stated by the Supplier in accepting or acknowledging this order shall constitute a waiver to any of the Conditions.
3. INTELLECTUAL PROPERTY RIGHTS – The Contractor grants to the City an irrevocable, perpetual, worldwide, royalty free and transferrable licence to use and reproduce all Intellectual Property Rights associated with the Goods and/or Services and any documentation provided pursuant to this Contract
4. VARIATION – None of the standard conditions shall be varied, waived, discharged or released unless by the express consent of the City in writing.
5. QUANTITY – The quantity of the Goods delivered shall not be greater than the amount specified unless an additional amount is authorised by the City. The City may return excess quantities to the Supplier at the Supplier's expense.
6. PACKAGING – Unless otherwise specified, Goods are to be packaged in a manner sufficiently robust to ensure safe delivery to the required delivery point(s).
7. BRAND – Where a particular brand is specified that brand shall be supplied unless otherwise approved by the City.
8. PRICES – Prices shall be negotiated with the City prior to a Purchase Order being issued. All prices, charges and costs are shown in Australian Dollars. They are understood to include all customs, excise and other duties otherwise stated.
9. PAYMENTS – Payments will be made **net 30 days** which means 30 days from the end of the month in which the tax invoice is received by the City. For example, if a tax invoice is dated anytime in January, it is paid at the end of February.
10. TAX INVOICES – The City requires one tax invoice for each Purchase Order number. A compliant tax invoice must show the correct order number, the Supplier's Australian Business Number (ABN), the name of the Supplier and the name of the City and the destination to which the Goods was delivered or shipped. Supplier tax invoice is to show Goods and Services Tax (GST) as a separate line item, all prices stated on the Purchase Order will be "inclusive" of GST. Tax invoices which do not quote the Purchase Order number may be returned for the information to be provided by the Supplier. If the Supplier is not registered for GST and does not have an ABN, the Supplier invoice must be submitted with a Statement by Supplier form. If any duty, excise, or other similar tax or charge for which the City has not furnished or agreed to furnish an exemption certificate is applicable to this order, it must be stated separately on the tax invoice.
11. TERMINATION FOR DEFAULT – In the event of a breach by the Supplier of any of the Conditions of this order, including the Supplier's warranties, the City may at its option and without prejudice to any of its other rights reject the Goods or Services.
12. WARRANTY – Supplier warrants that the Goods or Services will conform to its description and any applicable specifications, shall be of good quality, and fit for the known purpose for which it is sold. The Supplier warrants that the Goods are free and clear of all liens and encumbrances and that the Supplier has a good and marketable title to same. This warranty is in addition to any warranty or Service Guarantee stated in the Purchase Order documents.
13. STANDARDS – All Goods and Services delivered shall be according to samples (if any) and comply with all occupational health and safety standards and other standards specified. Materials differing in quality, quantity or price will not be accepted by the City without prior approval. Where no standards are specified Goods and Services shall be in accordance with the relevant current standard of Standards Australia. Any services must be provided to the standard that would be expected of an experienced and professional supplier of similar services and any other standard specified in the Purchase Order.
14. PATENTS, TRADEMARKS AND COPYRIGHTS – The Supplier warrants that the sale or use of the Goods will not infringe or contribute to the infringement of any patents, trademarks or copyrights in either Australia or Foreign Countries. The Supplier shall indemnify the City against any loss or damage including legal fees and other costs of defending an action from breach of this warranty.
15. SAFETY, HEALTH AND FIRE PROTECTION – The Supplier shall take all reasonable precautions in the performance of the Services to protect the health and safety of employees and members of the public and to minimise danger from all hazards to life and property and shall comply with all national, state and local health, safety and fire protection laws, regulations and requirements (including reporting requirements). In the event that the Supplier fails to comply with said regulations or requirements of the City, the City may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the City. The Supplier shall make no claim for extension of time or for compensation of damages by reason of or in connection with such work stoppage. In addition to the foregoing, the Supplier shall comply with all of the City's safety rules and regulations and personal protective equipment requirements when working for the City.
16. INDEMNITY – The Supplier shall to the full extent permitted under applicable law, indemnify, save harmless, and upon request, defend the City, and their respective officers, employees and representatives from and against all claims, legal actions, loss, damages, liabilities, fine, penalties costs and expenses (including legal fees) of whatsoever kind or character, including but not limited to loss of or damage to property and injury or death or persons arising out of or by reason of any act, omission, fault or negligence of the Supplier or the Supplier's officers, employees, agents or subcontractors in connection with or incidental to this Purchase Order or the Services.
17. STATE-LAWS – All purchases shall be governed by the laws of the State of Western Australia.
18. ARBITRATION – Any dispute or difference arising out of this contract shall be referred to an Arbitrator to be mutually agreed upon or failing agreement by an Arbitrator appointed in accordance with the provisions of the *Commercial Arbitration Act 2012*.
19. PRECEDENCE – Where the Goods or Services is under contract, the General Terms and Conditions of contract issued at that point in time will take "precedence" over these Conditions
20. INTERPRETATION – In these Conditions, unless the context otherwise requires:
City – means the City of Belmont.
Conditions – means these Purchase Order - Terms and Conditions
Goods – means all goods, chattels, plant, equipment, machinery or stores specified in the Purchase Order.
Purchase Order – means any form or order of acknowledgement from the City for the provision

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